

FILED

at Santa Fe, NM

JUN 23 2017

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

UNITED STATES DISTRICT COURT
DISTRICT OF NEW MEXICO

CASE NO. CV 17-673

Rick Jaramillo, a private citizen, Steve Duran a private person, Railyard Brewing Company LLC, a New Mexico limited liability company, Ringside Entertainment LLC, a New Mexico limited liability company,

Plaintiffs,

v.

David Frewing, a private Person, U.S. Bowling Corporation a Nevada Corporation, Craig Dill, Chapter 11 Trustee,

Defendants.

COMPLAINT TO RECOVER COMPENSATORY, CONSEQUENTIAL AND PUNITIVE DAMAGES FOR DEFENDANTS' BREACH OF CONTRACT, PROMISSORY ESTOPPEL, AND NEGLIGENT MISREPRESENTATION

Come now the Plaintiffs, a private U.S. citizen Richard Jaramillo, a private U.S. citizen Steve Duran, a New Mexico limited liability company Railyard Brewing Company LLC, and a New Mexico limited liability company Ringside Entertainment LLC moves this Honorable Court to find against the Defendants for Complaint to Recover Damages and Punitive Damages for Breach of Contract, Promissory Estoppel, and Negligent Misrepresentation state as follows:

Parties, Jurisdiction and Venue

1. Plaintiff Rick Jaramillo ("Jaramillo") is a private person residing and domiciled in the City and County of Santa Fe, New Mexico.

2. Plaintiff Steve Duran (“Duran”) is a private person residing and domiciled in the County of Santa Fe, New Mexico.

3. Plaintiff Railyard Brewing Company LLC is a limited liability company organized and existing under the laws of the State of New Mexico with place of business in Santa Fe, New Mexico.

4. Plaintiff Ringside Entertainment LLC is a limited liability company organized and existing under the laws of the State of New Mexico with place of business in Santa Fe, New Mexico.

5. On information and belief, Defendant U.S. Bowling Corporation is corporation organized in the State of Nevada and its principle place of business is Chino, California.

6. On information and belief, Defendant David Frewing is a private person residing in Chino, California.

7. On information and belief, Defendant Craig Dill is a private person residing in Albuquerque, NM.

8. This action concerns Defendants’ breach of contract, Promissory Estoppel, and Negligent Misrepresentation for the installation of bowling lanes for a project in Santa Fe, NM called Ringside Entertainment and Railyard Brewing Company d.b.a. Strike Bowl and Brew.

9. The Court has jurisdiction over the parties and the subject matter of this action.

10. Venue for this action is proper in the United States District Court for New Mexico.

General Allegations

11. Plaintiffs re-allege the allegations contained in paragraphs 1 through 9 above, and

incorporates the same by reference herein as if fully set forth.

12. On or about October of 2016, Plaintiffs executed and entered into that certain Bowling Equipment and installation / building of bowling lanes contract dated effective as of October 8, 2012 (the "Bowling Agreement") which pertains, inter alia, to the contract for building and installation of bowling lanes including equipment for bowling lanes of a certain leasehold estate property located in Santa Fe County, New Mexico. A copy of the Bowling contract is attached hereto as Exhibit A.

13. Section Sub Lane Foundation of the "Bowling Agreement" pertains to the installation and building of a Sub lane foundation and states the following: "Despite what some companies might tell you, there is only one correct way to build a foundation, a crib foundation. This means that we only use 2x4, 2x6, 2x10 and MDF and we them the way they have built for years. This method is a bit more expensive and yes, it does take a few days longer to build than our competitors truss foundation, but it is we worth the time and expense." A copy of the Exchange Agreement is attached hereto as Exhibit A.

14. Section Sales Contract Terms and Conditions of Sale paragraph 3. States that U.S. Bowling agrees that it will provide trained stallers to construct and install all equipment in Exhibit A in a professional manner. The installation of the bowling lanes was performed by U.S. Bowling personnel and supervised by U.S. Bowling personnel.

15. In March of 2013 a change order was signed by Rick Jaramillo for Ringside Entertainment LLC for the installation for sound attenuation upgrade for the project based upon the plaintiffs need for sound attenuation because the project is on the second level of Market Station, Santa Fe, NM. The change order was based upon discussions regarding the

concern of sound issues from bowling equipment and bowling. U.S. Bowling made representation through emails, phone conversations, and change orders to the Plaintiffs that the installation of the lanes and the design of the lanes would address all sound issues and the installation of the equipment would be done in a professional manner. U. S. Bowling made representations that they have installed numerous projects in second level building across the USA, and that there installation and sound attenuation package would satisfy the concerns of the plaintiffs and building owner see attached Exhibit A.

16. On or about June of 2013 US Bowling personnel installed bowling equipment and and bowling lanes. During the testing of the lanes the Plaintiffs received complaints about the sound of the equipment from other tenants in Market Station. Plaintiffs immediately contacted U.S. Bowling about the sound issues and sent pictures that the U.S. Bowling personal drilled and anchored the pin-setters to the concrete floor of Market Station.

17. In January of 2014 the leasehold interest and “bowling contract” was granted to Railyard Brewing Company LLC by the principal members and investors of Ringside Entertainment members. U.S. Bowling was contacted to finish the project and send paid for equipment. Also, U.S. Bowling was to engage in the installation of scoring system and to finish the installation of sound attenuation package.

18. In April of 2015 U.S. Bowling agreed to return to the site in accordance with the contract, representations, and change order of sound attenuation to install more sound attenuation assembly’s to rectify the sound issues.

19. In October of 2016 Defendant Craig Dill motioned United States Bankruptcy Court to reject the leasehold estate of Railyard Brewing Company LLC and Railyard Co. LLC owner of Market Station.

20. In December of 2016 Judge Thuma ordered the lease between Railyard Brewing Company LLC and Railyard Company LLC be rejected and ordered that the parties negotiate in good faith through a mediation process through January of 2017.

21. In February of 2017 Defendant Dill submitted to the court that a new lease could not be accomplished for the bowling center / entertainment center. The primary concern was that the sound issues emitting from the bowling equipment and bowling of the center was a disturbance to tenants and other condominium owners of Market Station. Mr. Dill issued affidavit's to the Court from workers from the City of Santa Fe (condo owner in Market Station), and REI (tenant of Market Station), and affidavit from a sound expert hired by the Defendant Dill and the lender of the project Thorofare Capital that the sound attenuation fix would be unachievable.

22. In February of 2017 Defendant Dill and Defendant U. S. Bowling entered into an agreement to purchase the bowling equipment for a fraction of the amount paid for by the members of Ringside and Railyard Brewing Co. LLC.

23. In May of 2017 Rick Jaramillo and Steve Duran found through an inspection of public records that U.S. Bowling is not a registered foreign company with the Secretary of State of New Mexico.

24. In May of 2017 Rick Jaramillo and Steve Duran found through an inspection of public records that U.S. Bowling did not hold a Required New Mexico Contractor's License to install the load bearing wood truss bowling assembly nor did U.S. Bowling hold a New Mexico contractor license for recreational installations, acoustical insulations, specialty construction, framing construction, and pursuant to Title 14 Chapter 6 of NMSA has violated State Law.

25. As a direct result of U.S. Bowling failure for contractual performance to install and hold a New Mexico Construction License the investment of over \$2,700,000 dollars has been lost and business opportunity through the first 10 years in the amount over \$4,000,000 has been lost.

26. In a hearing in United States Bankruptcy Court evidence was presented to Defendant Dill regarding the unlicensed status of U.S. Bowling was presented. Defendant Dill is aiding and abetting the unlicensed contracting work by U. S. Bowling and has conspired with U. S. Bowling in its unjust enrichment.

Count 1

Breach of Contract

28. Plaintiffs re-allege the allegations contained in paragraphs 1 through 26 above and incorporates the same by reference herein as if fully set forth.

27. Defendants actions and omissions have been willful, wanton, malicious, and/or malicious.

29. The agreement is an enforceable contract between Plaintiffs and Defendants

Count II

Punitive Damages

30. Plaintiffs re-allege the allegation contained in paragraphs 1 through 29 above, and incorporates the same by reference herein as if fully set forth.

Plaintiff's Prayer for Relief

WHEREFORE, Plaintiffs request that this Court find this Court find Defendants in default under the Bowling agreement and this Court enter a final judgment in favor of Plaintiff against the

Defendants in amount of \$7,000,000 seven million dollars. As a result of Defendants breach, misrepresentations, and actions and any other and further relief that this Court may deem appropriate.

Respectfully Submitted,

By: 

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By: 

Ringside Entertainment LLC & Railyard Brewing Co. LLC

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I hereby certify that on June 23, 2017 a true
and correct copy of the foregoing was served
electronically and by USPS mail
to:

Respectfully Certify,



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